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Adobe Systems Incorporated

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MAY 09 2008

RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT,
NORTHERN DISTRICT OF CALIFORNIA

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA (SAN FRANCISCO)

Adobe Systems Incorporated,
Plaintiff,

v.

Cory C. Ressler, Paul A. Ressler and Does 2 –
10, inclusive,

Defendants.

Case No. CV08-698 MMC

FIRST AMENDED COMPLAINT FOR
COPYRIGHT INFRINGEMENT AND
TRADEMARK INFRINGEMENT

DEMAND FOR A JURY TRIAL

Plaintiff Adobe Systems Incorporated ("Adobe") for its First Amended Complaint alleges as follows:

I. Introduction

1. Adobe brings this action as a result of Defendants' systematic, unauthorized copying and distribution of Adobe's software products through sales on the eBay online auction site. Defendants' actions, commonly known as software piracy, are willful and cause substantial damage to Adobe and to the software industry.

2. Adobe is a global leader in developing and distributing innovative computer software. Its products and services offer developers and enterprises tools for creating, managing, delivering and engaging with compelling content across multiple operating systems, devices and media. The software industry is competitive, and Adobe undertakes great expense and risk in conceiving, developing, testing, manufacturing, marketing, and delivering its software products to consumers. Software piracy, including piracy on eBay, undermines Adobe's investment and creativity, and misleads and confuses consumers.

3. Defendants, through usernames including “hahe51” and, on information and belief, other aliases including “rockdreams”, have made, offered for sale, sold, and distributed unauthorized copies of Adobe software (the “Unauthorized Software Product”) including at least Adobe Photoshop CS3 and Adobe Photoshop CS2 (the “Adobe Software”) and likely other products. Additional Doe defendants – whose identities will be determined in discovery – support, assist, supervise and/or supply Defendants in these illegal activities. Adobe owns registered United States copyrights and trademarks including but not limited to the foregoing product and its associated marks.

4. Defendants’ activities constitute willful copyright infringement and willful trademark infringement pursuant to the Copyright Act of 1976, 17 U.S.C. § 101, *et seq.* (the “Copyright Act.”) and the Lanham Trademark Act, as amended, 15 U.S.C., § 1051, *et seq.* (the “Lanham Act”). Adobe requests an injunction, and that Defendants pay damages, costs, and attorneys’ fees.

II. Jurisdiction and Venue

5. The Court has jurisdiction over the subject matter pursuant to 15 U.S.C. § 1121, 28 U.S.C. § 1331 and § 1338(a).

6. The events giving rise to the claims alleged herein occurred, among other places, within this judicial district. Venue in the Northern District of California is proper pursuant to 28 U.S.C. § 1391(b) and § 1400(a).

III. The Parties

A. Plaintiff Adobe and Its Products

7. Adobe is a corporation duly organized and existing under the laws of the State of Delaware, having its principal place of business in San Jose, California.

8. The Adobe Software is copyrightable subject matter, and Adobe owns exclusive rights under the Copyright Act to reproduce and distribute to the public copies of Adobe Software in the United States. Among the titles produced and distributed by Adobe are *Acrobat*, *Creative Suite*, *Dreamweaver*, *Flash*, *Illustrator*, *PageMaker*, *Photoshop*, and *Shockwave*. A non-exhaustive list of Adobe’s copyright registrations is attached hereto as Exhibit A (“Adobe’s Copyrights”).

9. Products manufactured and sold by Adobe bear Adobe’s trademarks, including without limitation, the ADOBE, ACROBAT, CREATIVE SUITE, DREAMWEAVER, FLASH, ILLUSTRATOR, MACROMEDIA, PAGEMAKER, PHOTOSHOP, POSTSCRIPT, READER

1 and SHOCKWAVE trademarks (collectively "Adobe's Trademarks"). Adobe uses Adobe's
2 Trademarks on computer software as indicia of Adobe's high quality products. Each year Adobe
3 expends significant resources to develop and maintain the considerable goodwill it enjoys in
4 Adobe's Trademarks and in its reputation for high quality.

5 10. Adobe has secured registrations for Adobe's Trademarks, all of which are valid,
6 extant and in full force and effect. Adobe's Trademarks are exclusively owned by Adobe. A non-
7 exhaustive list of Adobe's trademark registrations is attached hereto as Exhibit B. Adobe, or its
8 predecessors in interest, has continuously used each of Adobe's Trademarks from the registration
9 date, or earlier, until the present and at all times relevant to the claims alleged in this Complaint.

10 11. As a result of advertising and sales, together with longstanding consumer
11 acceptance, Adobe's Trademarks identify Adobe's products and authorized commercial
12 distribution of these products. Adobe's Trademarks have each acquired secondary meaning in the
13 minds of consumers throughout the United States and the world. Adobe's Copyrights and Adobe's
14 Trademarks are collectively referred to herein as "Adobe's Intellectual Properties."

15 **B. Defendants**

16 12. Defendant Corey C. Ressler ("Ressler") is an individual. Adobe is informed and
17 believes that Ressler is a resident of Hamilton, New Jersey. Ressler does business under the eBay
18 user ID "hahe51" and upon information and belief "rockdreams." Other aliases or eBay user IDs
19 will be determined in discovery. Ressler, through his online identity or identities, does business in
20 California through sales and distribution of the Unauthorized Software Product in the State of
21 California, among other places.

22 13. Defendant Paul A. Ressler ("P. Ressler") is an individual. Adobe is informed and
23 believes that P. Ressler is a resident of Hamilton, New Jersey. Ressler does business under the
24 eBay user ID "rockdreams" and upon information and belief "hahe51." Other aliases or eBay user
25 IDs will be determined in discovery. P. Ressler, through his online identity or identities, does
26 business in California through sales and distribution of the Unauthorized Software Product in the
27 State of California, among other places.

28 14. Upon information and belief, Does 2 – 10 are either entities or individuals who are
subject to the jurisdiction of this Court. Upon information and belief, Does 2 – 10 are principals,
supervisory employees, or suppliers of one or other of the named defendants or other entities or
individuals who are, in this judicial district, manufacturing, distributing, selling and/or offering for
sale merchandise without authorization that infringes Adobe's Intellectual Properties. The

1 identities of the various Does are unknown to Adobe at this time. The Complaint will be amended
2 to include the names of such individuals when identified. The named defendants and Does 2 – 10
3 are collectively referred to herein as “Defendants.”

4 **IV. Defendants’ Infringing Activities**

5 15. Defendants use, among other things, the Internet auction site known as eBay to sell
6 and distribute products, including pirated copies of software, to consumers. At any given time,
7 there are millions of items listed on eBay for bid or purchase by its more than one hundred million
8 (100,000,000) registered users. Buyers have the option to purchase items in an auction-style
9 format or items can be purchased at a fixed price through a feature called Buy it Now. Through the
10 eBay “feedback” feature, buyers and sellers may (but are not required) to post positive, neutral or
11 negative “feedback” or comments on their purchase and sale experience. While feedback can give
12 some indication of sales volume, actual sales may far exceed the number of feedback entries a
13 seller receives.

14 16. Among Defendants’ products offered for sale and sold on eBay, and distributed to
15 purchasers, are unauthorized copies of Adobe Software. On information and belief, Defendants or
16 their agents made such copies. Adobe has not authorized Defendants or their agents to make or
17 distribute copies of the Adobe Software. Indeed, Adobe has not licensed Defendants to distribute
18 its software, period.

19 17. Defendants also use images confusingly similar or identical to Adobe’s Trademarks,
20 to confuse consumers and aid in the promotion of their unauthorized products. Defendants’ use of
21 Adobe’s Trademarks includes importing, advertising, displaying, distributing, selling and/or
22 offering to sell unauthorized copies of the Adobe Software. Defendants’ use began long after
23 Adobe’s adoption and use of Adobe’s Trademarks, and after Adobe obtained the copyright and
24 trademark registrations alleged above. Neither Adobe nor any authorized agents have consented to
25 Defendants’ use of the Adobe Trademarks.

26 18. Defendants have, through over a thousand sales, obtained a substantial “feedback
27 rating” through the eBay feedback system. This feedback rating, obtained essentially through
28 Defendants’ illegal activities, may further confuse consumers and aid in even wider distribution of
unauthorized copies of the Adobe Software

19. Defendants’ actions have confused and deceived, or threatened to confuse and
deceive, the consuming public concerning the source and sponsorship of the unauthorized copies of

1 the Adobe Software offered, sold and distributed by Defendants. By their wrongful conduct,
2 Defendants have traded upon and diminished Adobe's goodwill.

3 **FIRST CLAIM FOR RELIEF**

4 **(For Copyright Infringement)**

5 20. Adobe repeats and realleges all of the allegations contained in paragraphs 1 through
6 19, inclusive, as though set forth herein in full.

7 21. As alleged herein, Defendants' activities infringe valid and effective copyrights
8 registered by Adobe, and induce, cause, and materially contribute to infringement. Defendants'
9 infringement was willful.

10 22. Adobe has suffered and continues to suffer direct and actual damages as a result of
11 Defendants' infringing conduct. The full extent of such damages, including profits by Defendants,
12 will be determined following the accounting by Defendants pursuant to 17 U.S.C. § 504. Prior to
13 final judgment Adobe may elect to recover statutory damages of up to \$150,000 for each of
14 Adobe's Copyrights infringed, as an alternative to actual damages and profits.

15 23. Adobe has no other adequate remedy at law and has suffered and continues to suffer
16 irreparable harm and damage as a result of Defendants' acts. Unless enjoined by the Court,
17 Defendants' infringing activity will continue, with attendant irreparable harm to Adobe.
18 Accordingly, Adobe seeks injunctive relief pursuant to 17 U.S.C § 502 and seizure of unauthorized
19 copies of the Adobe Software, including the means of production as provided by 17 U.S.C. § 503.

20 24. By reason of the foregoing, Adobe has incurred and will continue to incur attorneys'
21 fees and other costs in connection with the prosecution of its claims. Adobe is entitled to recover
22 its fees and costs from the Defendants, and each of them, pursuant to 17 U.S.C. § 505.

23 **SECOND CLAIM FOR RELIEF**

24 **(For Trademark Infringement)**

25 25. Adobe repeats and realleges all of the allegations contained in paragraphs 1 through
26 19, inclusive, as though set forth herein in full.

27 26. Defendants' manufacture, importation, advertisement, display, promotion,
28 marketing, distribution, sale and/or offer for sale of the unauthorized copies of the Adobe Software
is likely to cause confusion or to cause mistake or to deceive the relevant public and trade
regarding the affiliation, sponsorship, endorsement or approval of the Unauthorized Software
Product by Adobe. Such confusion, mistake and deception is aggravated by the use of Adobe's

1 Trademarks on the Unauthorized Software Product in the same type of goods made, imported and
2 sold by or under authority of Adobe.

3 27. Defendants, and each of them, acted with knowledge of the federally registered
4 trademarks alleged herein and of the valuable goodwill Adobe enjoys in connection therewith, with
5 intent to confuse, mislead and deceive the public into believing that the unauthorized copies of the
6 Adobe Software was made, imported and sold by Adobe, or are in some other manner, approved or
endorsed by Adobe.

7 28. Adobe has suffered and continues to suffer irreparable harm and damage as a result
8 of Defendants' acts of trademark infringement in amounts thus far not determined but within the
9 jurisdiction of this Court, which amounts should each be trebled pursuant to 15 U.S.C. § 1117. In
10 order to determine the full extent of such damages, including such profits as may be recoverable
11 under 15 U.S.C. § 1117, Adobe will require an accounting from each Defendant of all monies
12 generated from the manufacture, importation, distribution and/or sale of the Unauthorized Software
13 Product as alleged herein. In the alternative, Adobe may elect to recover statutory damages
pursuant to 15 U.S.C. § 1117 (c).

14 29. Adobe has no other adequate remedy at law and has suffered and continues to suffer
15 irreparable harm and damage as a result of the above-described acts of infringement. Adobe is
16 informed and believes, and upon that basis alleges, that, unless enjoined by the Court, the unlawful
17 infringement will continue with irreparable harm and damage to Adobe. Accordingly, Adobe
18 seeks and requests preliminary and permanent injunctive relief pursuant to 15 U.S.C § 1116.

19 30. By reason of the foregoing, Adobe has incurred and will continue to incur attorneys'
20 fees and other costs in connection with the prosecution of its claims herein, which attorneys' fees
21 and costs Adobe is entitled to recover from Defendants, and each of them, pursuant to 15 U.S.C. §
1117 (c).

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Adobe asks this Court to order:

24 A. That Defendants, their agents, servants, employees, representatives, successor and
25 assigns, and all persons, firms, corporations or other entities in active concert or participation with
any of said Defendants, be immediately and permanently enjoined from:

- 26 1) Directly or indirectly infringing Adobe's Intellectual Properties in any manner,
27 including generally, but not limited to, reproduction, manufacture, importation,
28

- 1 distribution, advertising, selling and/or offering for sale any merchandise which
2 infringes said Adobe's Intellectual Properties, and, specifically:
- 3 2) Reproducing, importing, manufacturing, distributing, advertising, selling and/or
4 offering for sale the Unauthorized Software Product or any other unauthorized products
5 which picture, reproduce, copy or use the likenesses of or bear a confusing and/or
6 substantial similarity to any of Adobe's Intellectual Properties;
- 7 3) Reproducing, importing, manufacturing, distributing, advertising, selling and/or
8 offering for sale in connection thereto any unauthorized promotional materials, labels,
9 packaging or containers which picture, reproduce, copy or use the likenesses of or bear
10 a confusing and/or substantial similarity to any of Adobe's Intellectual Properties;
- 11 4) Engaging in any conduct that tends falsely to represent that, or is likely to confuse,
12 mislead or deceive purchasers, Defendants' customers and/or members of the public to
13 believe the actions of Defendants, the products sold by Defendants, or Defendants
14 themselves are connected with Adobe, are sponsored, approved or licensed by Adobe,
15 or are in some way affiliated with Adobe;
- 16 5) Affixing, applying, annexing or using in connection with the importation, manufacture,
17 distribution, advertising, sale and/or offer for sale or other use of any goods or services,
18 a false description or representation, including words or other symbols, tending to
19 falsely describe or represent such goods as being those of Adobe;
- 20 6) Otherwise competing unfairly with Adobe in any manner;
- 21 7) Destroying or otherwise disposing of
- 22 a. Merchandise falsely bearing Adobe's Intellectual Properties;
- 23 b. Any other products which picture, reproduce, copy or use the
24 likenesses of or bear a substantial similarity to any of Adobe's Intellectual
25 Properties;
- 26 c. Any labels, packages, wrappers, containers or any other unauthorized
27 promotion or advertising material item which reproduces, copies, counterfeits,
28 imitates or bears any of Adobe's Intellectual Properties;
- d. Any molds, screens, patterns, plates, negatives or other elements
used for making or manufacturing products bearing Adobe's Intellectual
Properties;

e. Any sales and supply or customer journals, ledgers, invoices, purchase orders, inventory control documents, bank records, catalogs and all other business records, believed to concern the manufacture, purchase, advertising, sale or offering for sale of Unauthorized Software Product;

B. That Adobe and its designees are authorized to seize the following items which are in Defendants' possession, custody or control:

- 1) All Unauthorized Software Product;
- 2) Any other unauthorized product which reproduces, copies, counterfeits, imitates or bear any of the Adobe's Intellectual Properties, or any part thereof;
- 3) Any molds, screens, patterns, plates, negatives, machinery or equipment, specifically including computers, servers, optical disc burners and other hardware used for making or manufacturing Unauthorized Software Product or unauthorized product which reproduces, copies, counterfeits, imitates or bears any of the Adobe's Intellectual Properties, or any part thereof.

C. That those Defendants infringing upon Adobe's Intellectual Properties be required to pay actual damages increased to the maximum extent permitted by law and/or statutory damages at Adobe's election;

D. That actual damages be trebled pursuant to 15 U.S.C. § 1117;

E. That Defendants account for and pay over to Adobe all damages sustained by Adobe and profits realized by Defendants by reason of Defendants' unlawful acts herein alleged and that those profits be increased as provided by law;

F. That Adobe recovers from Defendants its costs of this action and reasonable attorneys' fees; and

G. That Adobe has all other and further relief as the Court may deem just and proper under the circumstances.

Dated: May 7, 2008

J. Andrew Coombs, A Professional Corp.

By: /s/ Annie S. Wang

J. Andrew Coombs

Annie S. Wang

Attorneys for Plaintiff Adobe Systems Incorporated

DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff Adobe Systems Incorporated hereby demands a trial by jury of all issues so triable.

Dated: May 7, 2008

J. Andrew Coombs, A Professional Corp.

By: /s/ Annie S. Wang

J. Andrew Coombs

Annie S. Wang

Attorneys for Plaintiff Adobe Systems Incorporated

EXHIBIT A
Copyright Registrations

<u>Title of Work</u>	<u>Copyright Registration No.</u>
Acrobat 3D	TX0006277233
Acrobat Capture 1.0.	TX0004559023
<u>Acrobat Capture 1.0.</u>	TX0004559023
Acrobat Capture 2.0.	TX0004509574
<u>Acrobat Capture 2.0.</u>	TX0004509574
Acrobat Catalog for Windows.	TX0004001286
<u>Acrobat Catalog for Windows.</u>	TX0004001286
Acrobat Distiller 2.1 for Macintosh.	TX0004169553
<u>Acrobat Distiller 2.1 for Macintosh.</u>	TX0004169553
Acrobat Distiller 2.1 for Microsoft Windows.	TX0004169555
<u>Acrobat Distiller 2.1 for Microsoft Windows.</u>	TX0004169555
Acrobat Distiller for Microsoft Windows.	TX0003893510
<u>Acrobat Distiller for Microsoft Windows.</u>	TX0003893510
Acrobat Exchange 2.0 for Macintosh.	TX0004001287
<u>Acrobat Exchange 2.0 for Macintosh.</u>	TX0004001287
Acrobat Exchange 2.1 for Macintosh.	TX0004169554
<u>Acrobat Exchange 2.1 for Macintosh.</u>	TX0004169554
Acrobat Exchange 2.1 for UNIX.	TX0004231310
<u>Acrobat Exchange 2.1 for UNIX.</u>	TX0004231310
Acrobat Exchange and Acrobat Reader for Macintosh.	TX0003611923
<u>Acrobat Exchange and Acrobat Reader for Macintosh.</u>	TX0003611923
Acrobat Exchange and Acrobat Reader for Windows.	TX0003611922
<u>Acrobat Exchange and Acrobat Reader for Windows.</u>	TX0003611922
Acrobat Reader 2.0 for Windows.	TX0003893506
<u>Acrobat Reader 2.0 for Windows.</u>	TX0003893506
Acrobat Reader 3.0.	TX0004509573
<u>Acrobat Reader 3.0.</u>	TX0004509573
Acrobat Search for Macintosh.	TX0003991344
Acrobat Search for Windows.	TX0003978856
<u>Acrobat Search for Windows.</u>	TX0003978856
Acrobat.	TX0001644799
<u>Adobe Accelio Capture Advanced Client 4.0 for Windows.</u>	TX0005553357
<u>Adobe Accelio Integrate Suite 6.0 for Windows.</u>	TX0005553342
Adobe Acrobat 3.0 for Macintosh, Windows and UNIX.	TX0004583920
<u>Adobe Acrobat 3.0 for Macintosh, Windows and UNIX.</u>	TX0004583920
<u>Adobe Acrobat 4.0.</u>	TX0004961793
<u>Adobe Acrobat 5.0 for Macintosh.</u>	TX0005545266
<u>Adobe Acrobat 5.0 for Windows.</u>	TX0005545265
<u>Adobe Acrobat 5.0 Getting Started Guide.</u>	TX0005545267
<u>Adobe Acrobat 6.0 for Macintosh.</u>	TX0005748744
<u>Adobe Acrobat 6.0 for Windows.</u>	TX0005748745
<u>Adobe Acrobat 7.0 Standard for Macintosh.</u>	TX0006045087
<u>Adobe Acrobat 7.0 Standard for Windows.</u>	TX0006045086
<u>Adobe Acrobat 8 Professional for Macintosh.</u>	TX0006390830
<u>Adobe Acrobat 8 Professional for Windows.</u>	TX0006390827

1	<u>Adobe Acrobat 8 Standard for Macintosh.</u>	TX0006390829
2	<u>Adobe Acrobat 8 Standard for Windows.</u>	TX0006390828
3	<u>Adobe Acrobat Approval 5.0 for Macintosh.</u>	TX0005654837
4	<u>Adobe Acrobat Approval 5.0 for Macintosh.</u>	TX0005654837
5	<u>Adobe Acrobat Approval 5.0 for Windows.</u>	TX0005436556
6	<u>Adobe Acrobat Capture 3.0 source code.</u>	TX0005199559
7	<u>Adobe Acrobat Connect 1.0 for Macintosh.</u>	TX0006390834
8	<u>Adobe Acrobat Connect 1.0 for Windows.</u>	TX0006390835
9	<u>Adobe Acrobat Distiller Server 5.0.5.</u>	TX0005758527
10	<u>Adobe Acrobat Distiller Server 6.0 for UNIX.</u>	TX0005847807
11	<u>Adobe Acrobat Distiller Server 6.0 for Windows.</u>	TX0005847832
12	<u>Adobe Acrobat eBook Reader v. 2.0.</u>	TX0005335249
13	<u>Adobe Acrobat eBook Reader v. 2.0.</u>	TX0005335250
14	<u>Adobe Acrobat Elements 1.0 for Windows.</u>	TX0005611299
15	<u>Adobe Acrobat Elements 6.0 for Windows.</u>	TX0005780821
16	<u>Adobe Acrobat Elements Server 6.0 for Windows.</u>	TX0005848340
17	<u>Adobe Acrobat Fill in 4.0.</u>	TX0004241942
18	<u>Adobe Acrobat Inroduction 1.0.</u>	TX0005200942
19	<u>Adobe Acrobat Inroduction 1.0.</u>	TX0005200942
20	<u>Adobe Acrobat Messenger 1.0.</u>	TX0005241268
21	<u>Adobe Acrobat Reader 5.0 for Macintosh.</u>	TX0005412874
22	<u>Adobe Acrobat Reader 5.0 for Windows.</u>	TX0005412875
23	<u>Adobe Acrobat Reader 5.0.5 for AIX.</u>	TX0005605114
24	<u>Adobe Acrobat Reader 5.0.5 for HP-UX.</u>	TX0005605113
25	<u>Adobe Acrobat Reader 5.0.5 for Solaris.</u>	TX0005617024
26	<u>Adobe Acrobat Reader 5.05 for Linux.</u>	TX0005617021
27	<u>Adobe Acrobat Reader 5.1 for Macintosh.</u>	TX0005620676
28	<u>Adobe Acrobat Reader 5.1 for Windows.</u>	TX0005620677
	<u>Adobe Acrobat Reader for Palm OS 1.0 for Windows.</u>	TX0005422793
	<u>Adobe Acrobat Reader for Palm OS 2.0 (Macintosh)</u>	TX0005617023
	<u>Adobe Acrobat Reader for Palm OS 2.0 (Windows)</u>	TX0005617022
	<u>Adobe Acrobat Reader for Palm OS Beta Windows.</u>	TX0005422794
	<u>Adobe Acrobat Reader for Pocket PC : Version 1.0.</u>	TX0005489269
	<u>Adobe ActiveShare 1.0.</u>	TX0005086423
	<u>Adobe ActiveShare 1.5 for Windows.</u>	TX0005267528
	<u>Adobe After Effects : 7.0 Professional for Windows.</u>	TX0006277334
	<u>Adobe After Effects : Version 5.0 for Macintosh.</u>	TX0005392887
	<u>Adobe After Effects : Version 5.0 for Windows.</u>	TX0005438054
	<u>Adobe After Effects : Version 5.5 for Macintosh.</u>	TX0005493399
	<u>Adobe After Effects : Version 5.5 for Windows.</u>	TX0005493400
	<u>Adobe After Effects : Version 6.0 for Macintosh.</u>	TX0005777908
	<u>Adobe After Effects : Version 6.0 for Windows.</u>	TX0005777907
	<u>Adobe After Effects 3.0 for Macintosh.</u>	TX0004643401
	<u>Adobe After Effects 4.0 for Macintosh and Windows.</u>	TX0005011464
	<u>Adobe After Effects 5.5 Plug-in Power Pack for Macintosh.</u>	TX0005546626
	<u>Adobe After Effects 5.5 Plug-in Power Pack for Windows.</u>	TX0005546627
	<u>Adobe After Effects 6.5 for Macintosh.</u>	TX0005934788
	<u>Adobe After Effects 7.0 Standard for Macintosh.</u>	TX0006277333
	<u>Adobe After Effects 7.0 Standard for Windows.</u>	TX0006277335

1	<u>Adobe After Effects CS3 Professional for Windows and Macintosh.</u>	TX0006457851
2	<u>Adobe After Effects Production Bundle : Version 5.5 for Macintosh.</u>	TX0005493398
	<u>Adobe After Effects Production Bundle : Version 5.5 for Windows.</u>	TX0005493401
3	<u>Adobe After Effects Production Bundle 5.0 for Macintosh.</u>	TX0005392886
	<u>Adobe After Effects Production Bundle 5.0 for Windows.</u>	TX0005392888
4	<u>Adobe After Effects Version 6.5 for Windows.</u>	TX0005934787
	<u>Adobe AlterCast 1.5 for Solaris.</u>	TX0005520581
5	<u>Adobe AlterCast 1.5 for Windows.</u>	TX0005520583
	<u>Adobe Atmosphere : Version 1.0 Public Beta.</u>	TX0005401513
6	<u>Adobe Atmosphere 1.0 for Windows.</u>	TX0005780857
	<u>Adobe Atmosphere Player 1.0 for Windows.</u>	TX0005748760
7	<u>Adobe Audition 1.0 for Windows.</u>	TX0005777207
	<u>Adobe Audition 1.5 for Windows.</u>	TX0005932189
8	<u>Adobe Audition 2.0 for Windows.</u>	TX0006277359
	<u>Adobe Audition 3.0 for Windows.</u>	TX0006816095
9	<u>Adobe Barcoded Paper Forms Solution 1.0 for Macintosh.</u>	TX0005936309
10	<u>Adobe Captivate 2 for Windows.</u>	TX0006390833
	<u>Adobe Carlson Regular.</u>	TX0003374876
11	<u>Adobe Caslon Alternate Bold Italic : Version 001.000.</u>	TX0003501138
	<u>Adobe Caslon Alternate Bold.</u>	TX0003501547
12	<u>Adobe Caslon Alternate Italic : Version 001.000.</u>	TX0003501139
	<u>Adobe Creative Suite 2 Premium for Macintosh.</u>	TX0006131248
13	<u>Adobe Creative Suite 2 Premium for Windows.</u>	TX0006131245
	<u>Adobe Creative Suite 2 Standard for Macintosh.</u>	TX0006131247
14	<u>Adobe Creative Suite 2 Standard for Windows.</u>	TX0006131246
	<u>Adobe Creative Suite for Macintosh.</u>	TX0005844481
15	<u>Adobe Creative Suite for Windows.</u>	TX0005844480
16	<u>Adobe Dreamweaver CS3 Professional for Windows and Macintosh</u>	TX0006534561
	<u>Adobe Exchange 2.0 for Windows.</u>	TX0003961129
17	<u>Adobe Extension Manager CS3 for Windows and Macintosh.</u>	TX0006531581
	<u>Adobe Fireworks CS3 for Windows and Macintosh.</u>	TX0006531654
18	<u>Adobe Flash CS3 Professional for Windows and Macintosh.</u>	TX0006531604
	<u>Adobe Flash CS3 Professional for Windows and Macintosh.</u>	TX0006531604
19	<u>Adobe Flash Media Encoder 1.0.</u>	TX0006526716
20	<u>Adobe Flash Media Encoder 1.0.</u>	TX0006526716
	<u>Adobe Flash Player 9 for Linux.</u>	TX0006476523
21	<u>Adobe Flash Player 9 for Linux.</u>	TX0006476523
	<u>Adobe Flash Player 9 for Solaris.</u>	TX0006457897
22	<u>Adobe Illustrator : Version 5.0.1 (Mac).</u>	TX0003846115
	<u>Adobe Illustrator : Version 5.5 (Mac).</u>	TX0003846114
23	<u>Adobe Illustrator : Version 6.0 Macintosh.</u>	TX0004240043
	<u>Adobe Illustrator 10 for Macintosh.</u>	TX0005446858
24	<u>Adobe Illustrator 10 for Windows.</u>	TX0005446857
	<u>Adobe Illustrator 3.0.</u>	TX0003000202
25	<u>Adobe Illustrator 8.0 for Macintosh and Windows.</u>	TX0004953097
26	<u>Adobe Illustrator 9.0 for Macintosh and Windows.</u>	TX0005159819
	<u>Adobe Illustrator CS for Macintosh.</u>	TX0005780817
27	<u>Adobe Illustrator CS for Windows.</u>	TX0005780806
28	<u>Adobe Illustrator CS3 for Windows and Macintosh.</u>	TX0006531603

1	<u>Adobe Illustrator.</u>	TX0003380406
2	<u>Adobe PageMaker 6.0 for Macintosh, Power Macintosh.</u>	TX0004093314
3	<u>Adobe PageMaker 6.5 Macintosh.</u>	TX0004524555
4	<u>Adobe PageMaker 7.0 for Macintosh.</u>	TX0005409447
5	<u>Adobe PageMaker 7.0 for Windows.</u>	TX0005409446
6	<u>Adobe Pagemaker Plug-in Pack for Macintosh.</u>	TX0005847834
7	<u>Adobe Pagemaker Plug-in Pack for Windows.</u>	TX0005847833
8	<u>Adobe Photoshop : 5.5.</u>	TX0005213806
9	<u>Adobe Photoshop 6.0.</u>	TX0005196369
10	<u>Adobe Photoshop 7.0 for Macintosh.</u>	TX0005562147
11	<u>Adobe Photoshop 7.0 for Windows.</u>	TX0005562148
12	<u>Adobe Photoshop Album 2.0 for Windows.</u>	TX0005780785
13	<u>Adobe Photoshop CS for Macintosh.</u>	TX0005780846
14	<u>Adobe Photoshop CS for Windows.</u>	TX0005780847
15	<u>Adobe Photoshop CS2 for Macintosh.</u>	TX0006131272
16	<u>Adobe Photoshop CS2 Official JavaScript Reference</u>	TX0006273756
17	<u>Adobe Photoshop CS3 for Windows and Macintosh.</u>	TX0006528611
18	<u>Adobe Photoshop Elements : 4.0 for Macintosh.</u>	TX0006277687
19	<u>Adobe Photoshop Elements 1.0 for Macintosh and Windows.</u>	TX0005329106
20	<u>Adobe Photoshop Elements 2.0 for Macintosh.</u>	TX0005592639
21	<u>Adobe Photoshop Elements 2.0 for Windows.</u>	TX0005592638
22	<u>Adobe Photoshop Elements 4.0 for Windows.</u>	TX0006139024
23	<u>Adobe Photoshop Lightroom 1.0 for Macintosh and Windows.</u>	TX0006526701
24	<u>Adobe Photoshop Macintosh.</u>	TX0003551958
25	<u>Adobe Photoshop Version 3.0 Mac.</u>	TX0003971820
26	<u>Adobe Photoshop Version 3.0 Windows.</u>	TX0003616850
27	<u>Adobe Photoshop Version 5.0 Macintosh and Windows.</u>	TX0004856009
28	<u>Adobe Photoshop Windows.</u>	TX0003596143
	<u>Adobe Photoshop.</u>	TX0004068613
	<u>Adobe Photoshop.</u>	TX0003120306
	<u>Adobe Photoshop.</u>	TX0002897138
	<u>Adobetyp Manager Deluxe 4.6 User Guide : Macintosh.</u>	TX0005176752
	<u>Adope PhotoDeluxe, V1.0.</u>	TX0004809739
	<u>Adope Photoshop : Version 4.0 : Macintosh and Windows.</u>	TX0004571653
	<u>Authorware 7.0</u>	TX0005800627
	<u>Contribute 4 (Mac)</u>	TX0006471404
	<u>Designer 6.0 (Win)</u>	TX0005932242
	<u>Encore DVD 2.0</u>	TX0006277348
	<u>Font Folio 9.0 (Mac)</u>	TX0005401449
	<u>Font Folio Open Type</u>	TX0005845931
	<u>Form Manager 6.0</u>	TX0006042527
	<u>Framemaker 7.0 (Mac)</u>	TX0005596921
	<u>Framemaker 7.0 (Win)</u>	TX0005596919
	<u>FreeHand MX (Mac)</u>	TX0005746988
	<u>GoLive CS2 (Mac)</u>	TX0006131268
	<u>GoLive CS2 (Win)</u>	TX0006131269
	<u>Illustrator CS2 (Mac)</u>	TX0006131282
	<u>Illustrator CS2 (Win)</u>	TX0006131283
	<u>InCopy CS (Mac)</u>	TX0005780859

1	InCopy CS (Win)	TX0005780858
2	InDesign CS2 (Mac)	TX0006139165
3	Macintosh Distiller.	TX0003893508
4	Macintosh PDF Writer.	TX0003893509
5	Macintosh Reader.	TX0003893511
6	Macromedia ColdFusion MX 7	TX0006201577
7	Macromedia Dreamweaver MX 2004	TX0005852659
8	Macromedia Fireworks MX 2004	TX0005839595
9	Macromedia Flash Lite 2.0	TX0006288632
10	Macromedia Flash Media Server 2	TX0006335779
11	Macromedia Flash MX 2004 Pro	TX0005852657
12	Macromedia RoboHelp HTML X5	TX0005944534
13	Macromedia RoboHelp X5	TX0005944535
14	Macromedia Shockwave for Authorware Run-time Version 3.5 [for Macintosh, Power Macintosh, Windows 3.1/95/NT]	TX0004695283
15	Macromedia Shockwave for FreeHand 5.0 (for Macintosh, Power Macintosh, Windows 3.1/95/NT)	TX0004671697
16	PhotoDeluxe 2.0 (Mac)	TX0004771678
17	PhotoDeluxe 2.0 (Win)	TX0004617316
18	Photoshop CS2 (Win)	TX0006131279
19	Photoshop Elements 5.0	TX0006389641
20	Premiere 7.0	TX0005777909
21	Premiere Elements 3.0	TX0006389647
22	Premiere Pro 1.5	TX0005931988
23	Premiere Pro 2.0	TX0006275628
24	Production Studio 1.0	TX0006277349
25	Shockwave for Director 5.0.	TX0004700912
26	Windows PDF Writer.	TX0003893507

EXHIBIT B
Trademark Registrations

<u>Trademark Registration No.:</u>	<u>Title of Work:</u>	<u>Rights Owner:</u>
3029061	ADOBE	Adobe Systems Incorporated
2920764	PHOTOSHOP	Adobe Systems Incorporated
3111341	CREATIVE SUITE	Adobe Systems Incorporated
2993457	CO-AUTHOR	Adobe Systems Incorporated
3032288	A	Adobe Systems Incorporated
2983111	VISUAL COMMUNICATOR	Adobe Systems Incorporated
3065143	ADOBE LIVECYCLE	Adobe Systems Incorporated
2725811	ADOBE STUDIO	Adobe Systems Incorporated
2725810	ADOBE STUDIO	Adobe Systems Incorporated
2722546	ADOBE STUDIO	Adobe Systems Incorporated
2557911	CLEARLY ADOBE IMAGING	Adobe Systems Incorporated
2076967	THE ADOBE GROUP	Adobe Systems Incorporated
2081343	A	Adobe Systems Incorporated
2817626	ROUNDTRIP HTML	Adobe Systems Incorporated
2060488	ILLUSTRATOR	Adobe Systems Incorporated
1988712	ADOBE	Adobe Systems Incorporated
1988711	A	Adobe Systems Incorporated
1988710	A	Adobe Systems Incorporated
1961762	AUTHORWARE	Adobe Systems Incorporated
1956216	ADOBE	Adobe Systems Incorporated
1901149	A ADOBE	Adobe Systems Incorporated
1850242	PHOTOSHOP	Adobe Systems Incorporated
1852943	A	Adobe Systems Incorporated
1651380	ADOBE PHOTOSHOP	Adobe Systems Incorporated
1475793	ADOBE	Adobe Systems Incorporated
1487549	ADOBE SYSTEMS INCORPORATED	Adobe Systems Incorporated
1482233	ADOBE SYSTEMS INCORPORATED	Adobe Systems Incorporated
1486895	ADOBE	Adobe Systems Incorporated
1479408	ADOBE ILLUSTRATOR	Adobe Systems Incorporated
1383131	POSTSCRIPT	Adobe Systems Incorporated

1	1463458	POSTSCRIPT	Adobe Systems Incorporated
2	2520435	MACROMEDIA FLASH	Adobe Systems Incorporated
3	2650911	MACROMEDIA FLASH	Adobe Systems Incorporated
4	2852245	FLASH	Adobe Systems Incorporated
5	2855434	FLASH	Adobe Systems Incorporated
6	2060488	ILLUSTRATOR	Adobe Systems Incorporated
7	2068523	ACROBAT	Adobe Systems Incorporated
8	1997398	ACROBAT CAPTURE	Adobe Systems Incorporated
9	1901566	SHOCKWAVE	Adobe Systems Incorporated
10	2294926	DREAMWEAVER	Adobe Systems Incorporated
11	2091087	PAGEMAKER	Adobe Systems Incorporated